

**IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
TENNESSEE WESTERN DIVISION
AT MEMPHIS**

**Steven M Austin,
Plaintiff,**

vs.

No.: 2:22-cv-2529

**The Life Insurance Company of North America,
Defendants.**

COMPLAINT

COMES NOW your plaintiff, Steve M. Austin, and by and through counsel and sues the defendants The Life Insurance Company of North America, and for cause states and shows to this Honorable Court as follows:

1. The plaintiff is a resident of Olive Branch, DeSoto County, Mississippi.
2. That at all times herein mentioned, The Life Insurance Company of North America is an insurance company with its principal place of business in the State of New York. The defendant is authorized to do and doing business in the State of Tennessee. The policy which is the subject of this litigation was written and entered into in the State of Tennessee. The defendant's agent for service of process is the Tennessee Commissioner of Insurance. The Defendant is also a subsidiary of New York Life.

suffers.

14. The plaintiff has appealed all administrative denials and has exhausted administrative remedies. The letter dated August 9, 2021 states: "At this point you have exhausted all administrative levels and no further appeals will be considered. You have a right to bring a civil suit under federal law...."

15. The plaintiff's condition renderd him "**DISABLED**" as defined under "**DEFINITION OF DISABILITY**" under the group policy which is the subject of this litigation.

16. The defendant has failed to pay benefits for said policy and plans of benefits currently amounting to 66 2/3 of his gross income for each month he was unable to engage in substantial gainful activity.

17. There will be no additional benefits accruing after filing this lawsuit as the plaintiff was able to return to work.

18. The defendant's denial of disability benefits is arbitrary and capricious as defined by the Sixth Circuit case law governing ERISA claims.

WHEREFORE, the plaintiff prays for judgment against the defendant for all approved benefits, for any months she is disabled under the policy, for prejudgment and post-judgment interest, for future benefits, for attorney fees, discretionary cost and any other relief the Court deems just and proper under the circumstances pursuant to 502(a)(1)(B) or in the alternative 502(a)(3).

Respectfully submitted,

/s/ John E. Dunlap
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